



**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF PUBLIC WORKS**

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

September 06, 2011

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

29 September 6, 2011

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVE COOPERATIVE AGREEMENTS FOR IMPERIAL HIGHWAY  
FROM SHOEMAKER AVENUE TO LA MIRADA BOULEVARD  
AND BREEZEWOOD DRIVE TO THE LA MIRADA EASTERLY CITY LIMIT  
ROADWAY IMPROVEMENT PROJECT  
AND ADOPT REQUESTS FOR JURISDICTION  
AND CONTRIBUTION OF HIGHWAYS-THROUGH-CITIES FUNDING  
CITY OF SANTA FE SPRINGS-COUNTY OF LOS ANGELES  
CITY OF LA MIRADA-COUNTY OF LOS ANGELES  
UNINCORPORATED COMMUNITY OF SOUTH WHITTIER  
(SUPERVISORIAL DISTRICTS 1 AND 4)  
(4 VOTES)**

**SUBJECT**

This action is to approve the cooperative agreements between the City of Santa Fe Springs and the County of Los Angeles and between the City of La Mirada and the County of Los Angeles to finance and delegate responsibilities for the design and construction of the Imperial Highway from Shoemaker Avenue to La Mirada Boulevard and from Breezewood Drive to the easterly City of La Mirada limit roadway improvement project; adopt the resolutions declaring Imperial Highway from 1,500 feet westerly of Shoemaker Avenue to Duffield Avenue within the City of Santa Fe Springs and Imperial Highway from Duffield Avenue to La Mirada Boulevard and from Breezewood Drive to the easterly limit of the City of La Mirada within the City of La Mirada to be a part of the County System of Highways; and authorize Highways-Through-Cities funding to the City of La Mirada.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that these projects are categorically exempt from the provisions of the California

Environmental Quality Act.

2. Approve and instruct the Mayor of your Board to sign the cooperative agreement between the City of Santa Fe Springs and the County of Los Angeles to finance and delegate responsibilities for the design and construction of the portion of the roadway improvements on Imperial Highway from Shoemaker Avenue to Duffield Avenue.
3. Approve and instruct the Mayor of your Board to sign the cooperative agreement between the City of La Mirada and the County of Los Angeles to finance and delegate responsibilities for the design and construction of the portions of roadway improvements on Imperial Highway from Duffield Avenue to La Mirada Boulevard and from Breezewood Drive to the easterly City of La Mirada limit.
4. Adopt the resolutions declaring Imperial Highway from 1,500 feet westerly of Shoemaker Avenue to Duffield Avenue within the City of Santa Fe Springs and Imperial Highway from Duffield Avenue to La Mirada Boulevard and from Santa Gertrudes Avenue to the easterly City of La Mirada limit within the City of La Mirada to be a part of the County of Los Angeles System of Highways.
5. Adopt Resolution No. 3912 for the County of Los Angeles to contribute Highways-Through-Cities funds in an amount up to \$159,900 from the Road Fund to the City of La Mirada for the City of La Mirada's share of the preliminary engineering and construction engineering costs for construction of the landscaped medians.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is for the County of Los Angeles (County) to find that the Imperial Highway from Shoemaker Avenue to La Mirada Boulevard and from Breezewood Drive to the La Mirada easterly City limit road improvement project is exempt from the California Environmental Quality Act (CEQA); to approve cooperative agreements with the Cities of Santa Fe Springs and La Mirada (Cities) to finance and delegate responsibilities for the design and construction of the roadway improvements; to obtain jurisdiction of Imperial Highway within the project limits from the Cities for the purpose of constructing the improvements; and to approve a Highways-Through-Cities (HTC) contribution to the City of La Mirada. The cooperative agreements provide for the Cities and the County to finance their respective jurisdictional shares of the cost of the project and for the County to perform the preliminary engineering and administer the construction. Your Board's adoption of Resolution No. 3912 approves a County contribution of \$159,900 in HTC funds to be applied to La Mirada's jurisdictional share of the project cost.

**Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Community and Municipal Services (Goal 3). By improving the subject roadway, residents of the Cities and nearby unincorporated County communities who travel on Imperial Highway will benefit and their quality of life will be improved.

**FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The total project cost is estimated to be \$6,632,800, with the County's jurisdictional share being \$4,162,300, the City of Santa Fe Springs' share being \$275,500, and the City of La Mirada's share being \$2,195,000. County funding for this project is included in the First and Fourth Supervisorial

Districts' Road Construction Programs in the Fiscal Year 2011-12 Road Fund and Proposition C Local Return Fund Budgets.

The City of Santa Fe Springs will finance its share of the cost by depositing City funds with the County. The City of La Mirada will finance its share of the project cost with \$1,360,000 in Federal Safe Accountable Flexible Efficient Transportation Equity Act: A Legacy for Users 2005 grant funds earmarked for this project, \$159,900 in HTC funds from the County, and a deposit of \$675,100 of City funds with the County.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The enclosed cooperative agreements and resolutions have been approved as to form by County Counsel and the cooperative agreements have been executed by the Cities.

Sections 1680-1683 of the California Streets and Highways Code provide that the board of supervisors of any county may, by a resolution adopted by a four-fifths vote of its members, determine that certain types of road improvements are of general county interest and that county aid shall be extended therefore.

Sections 1700-1702 of the California Streets and Highways Code provide that the board of supervisors of any county may, by a resolution adopted by a four-fifths vote of its members, declare any highway in the county lying in whole or in part within a city to be a county highway for certain purposes, including improvement. The governing body of the affected city may consent to the relevant portion of the highway within its jurisdiction being included as a part of the county highway system. Thereafter, the board of supervisors of the county may acquire right of way, construct, maintain, improve, or repair such highway in the same manner as other county highways. The proposed improvements are needed and of general County interest. The jurisdiction will be relinquished by separate Board action after completion of each project.

Sections 1685 and 1803 of the California Streets and Highways Code provides that the board of supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purposes of more efficient construction or repair of streets and roads within the city. This proposal is also authorized and provided for by the provisions of Section 23004, et seq., of the Government Code.

The enclosed cooperative agreements provide for the Cities and County to finance their respective jurisdictional share of each project's cost and for the County to perform the preliminary engineering and administer construction of the projects. The actual cost will be based upon a final accounting after completion of each project.

**ENVIRONMENTAL DOCUMENTATION**

The projects are categorically exempt from the provisions of CEQA pursuant to Sections 15301(c) and (h), Section 15302(c), and Section 15304 (b) of the CEQA guidelines and Classes 1(j) and 1(x), 2, 4, 5, 9, 10, 13, 14, 16, 20, and 22; Class 2(b); and Class 4(c) of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987. These exemptions provide for maintenance and minor alterations to existing landscaping; resurfacing of roadway pavement; installation and modification to existing traffic signal systems; planting of parkway trees; beautification of median; installation of sprinkler systems; reconstruction of roadway pavement, curb, gutter, sidewalk, and driveway aprons; construction of sidewalk, curb, and gutter; maintenance of

The Honorable Board of Supervisors  
9/6/2011  
Page 4

existing roadway systems; replacement of deteriorated storm drains; construction of retaining walls; and new landscaping.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The proposed improvements on Imperial Highway are needed, are of general County interest, and will enhance motorist and pedestrian safety.

**CONCLUSION**

Please return one adopted copy of this letter and the CITY ORIGINAL of the agreements and resolutions to the Department of Public Works, Programs Development Division. The cooperative agreements and resolutions marked COUNTY ORIGINAL are for your files.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER  
Director

GF:JTW:dg

Enclosures

c: Chief Executive Office (Rita Robinson)  
County Counsel  
Executive Office

AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF SANTA FE SPRINGS, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS, CITY and COUNTY propose to resurface the roadway pavement on Imperial Highway from Shoemaker Avenue to Duffield Avenue, including reconstruction of damaged curb, gutter, sidewalk, driveway approaches, curb ramps, and portions of existing medians and landscaping (which work is hereinafter referred to as PROJECT); and

WHEREAS, PROJECT is within the geographical boundaries of CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, COUNTY is willing to perform or cause to be performed the PRELIMINARY ENGINEERING, solicitation and award of construction contract for PROJECT and CONTRACT ADMINISTRATION for PROJECT; and

WHEREAS, COST OF PROJECT includes the costs of PRELIMINARY ENGINEERING, COST OF CONSTRUCTION CONTRACT, and cost of CONSTRUCTION ADMINISTRATION as more fully set forth herein; and

WHEREAS, COST OF PROJECT is currently estimated to be Two Million Fifty-five Thousand Eight Hundred and 00/100 Dollars (\$2,055,800.00) with CITY'S estimated share being Two Hundred Seventy-five Thousand Five Hundred and 00/100 Dollars (\$275,500.00) and COUNTY'S estimated share being One Million Seven Hundred Eighty Thousand Three Hundred and 00/100 Dollars (\$1,780,300.00); and

WHEREAS, CITY and COUNTY are willing to finance their respective shares of COST OF PROJECT; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004, et seq., of the Government Code and Sections 1685 and 1803 of the California Streets and Highways Code.

77647

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

1) DEFINITIONS:

- a. JURISDICTION, as referred to in this AGREEMENT, shall be defined as the area within the geographical boundary of the CITY and the unincorporated areas of the COUNTY.
- b. PRELIMINARY ENGINEERING, as referred to in this AGREEMENT, shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.
- c. COST OF CONSTRUCTION CONTRACT, as referred to in this AGREEMENT, shall consist of the total of all payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT.
- d. CONSTRUCTION ADMINISTRATION, as referred to in this AGREEMENT, shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.
- e. COST OF PROJECT, as referred to in this AGREEMENT, shall consist of the COST OF CONSTRUCTION CONTRACT and costs of PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, right-of-way acquisition and clearances matters, and all other work necessary to construct PROJECT in accordance with the approved plans and specifications and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.

2) CITY AGREES:

- a. To finance CITY'S jurisdictional share of COST OF PROJECT, the actual amount of which is to be determined by a final accounting, pursuant to paragraph 4) a., below.
- b. To deposit with COUNTY following execution of this AGREEMENT and upon demand by COUNTY Two Hundred Seventy-five Thousand Five Hundred and 00/100 Dollars (\$275,500.00) to finance its estimated jurisdictional share of COST OF PROJECT (CITY'S PAYMENT). Said demand will consist of a billing invoice prepared by COUNTY and delivered to CITY.
- c. To grant to COUNTY, at no cost to COUNTY, any temporary right of way that CITY owns or has an easement for that is necessary for the construction of PROJECT.
- d. Upon request from COUNTY'S Board of Supervisors, to consent to COUNTY'S request for jurisdiction of Imperial Highway from 1,500 feet west of Shoemaker Avenue to Duffield Avenue as part of the County System of Highways to construct the project.
- e. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
- f. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services that interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT at no cost to COUNTY. Utility relocation costs for CITY-owned utilities shall be borne by CITY. CITY will take all necessary steps to grant, transfer, or assign all of CITY'S prior rights over the utility companies and owners of substructure and overhead facilities to COUNTY when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.
- g. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants

be encountered during construction of PROJECT within CITY'S JURISDICTION.

- h. To review any out of scope change orders for PROJECT within CITY'S JURISDICTION and provide written approval or other response within five (5) calendar days of presentation by COUNTY. CITY'S approval may only be withheld for good reason and in good faith. If CITY'S response is not received within said five (5) calendar days, COUNTY may proceed with change orders. CITY shall review and approve documents in an expeditious manner so as not to cause any impact on the progress and schedule of PROJECT.
- i. Upon completion of PROJECT to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION.

3) COUNTY AGREES:

- a. To perform or cause to be performed the PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, right-of-way acquisition and clearance matters, and all other work necessary to complete PROJECT.
- b. To finance COUNTY'S jurisdictional share of COST OF PROJECT, COUNTY'S actual share will be determined by a final accounting pursuant to paragraph 4) a., below.
- c. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
- d. To advertise PROJECT for construction bids, award and administer the construction contract, do all things necessary and proper to complete PROJECT, and act on behalf of CITY in all negotiations pertaining thereto.
- e. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within COUNTY'S JURISDICTION.
- f. To furnish CITY within one hundred twenty (120) calendar days after final payment to contractor a final accounting of the actual COST OF PROJECT, including an itemization of actual unit costs and actual quantities for PROJECT.
- g. Upon completion of PROJECT to maintain in good condition and at COUNTY expense all improvements constructed as part of PROJECT within COUNTY'S JURISDICTION.



- h. To provide all out of scope change orders for PROJECT within CITY'S JURISDICTION to CITY in a timely manner. If CITY'S response is not received within five (5) calendar days, COUNTY may proceed with change orders.

4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the location of the improvements and/or work done. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work) located within CITY'S JURISDICTION shall be borne by CITY. Such costs constitute CITY'S jurisdictional share of the COST OF PROJECT. The cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work) located within COUNTY'S JURISDICTION shall be borne by COUNTY. Such costs constitute COUNTY'S jurisdictional share of the COST OF PROJECT.
- b. That if at final accounting, CITY'S share of COST OF PROJECT exceeds CITY'S deposit, as set forth in paragraph (2) b., above, CITY shall pay to COUNTY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the required CITY funds are less than said deposit, COUNTY shall refund difference to CITY without further action by CITY.
- c. That if CITY'S payment, as set forth in paragraph 4) b., above, is not delivered to COUNTY office described on the billing invoice prepared by COUNTY and delivered to CITY within sixty (60) calendar days after the date of delivery to CITY of said invoice, notwithstanding the provisions of Government Code Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY after giving notice to CITY of COUNTY'S intention to do so.
- d. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.

- e. COUNTY at any time may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds if applicable. CITY shall be notified of such changes by invoice prepared by COUNTY and delivered to CITY.
- f. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- g. For the portion of PROJECT in CITY'S JURISDICTION, COUNTY hereby assigns all of its right, title, and interest to any unexpired portion of a one-year warranty granted to the COUNTY by the construction contractor constructing PROJECT. CITY agrees to accept said assignment as its sole remedy against COUNTY in connection with defects relating to said PROJECT.
- h. This AGREEMENT may be amended or modified only by mutual written consent of CITY and COUNTY. Amendments and modification of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.
- i. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Don Jensen  
Director of Public Works  
City of Santa Fe Springs  
11710 Telegraph Road  
Santa Fe Springs, CA 90670-3679

COUNTY: Ms. Gail Farber  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- j. Other than as provided below, neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is

also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.

- k. Other than as provided below, neither COUNTY nor any officer or employee of COUNTY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the CITY'S JURISDICTION or arising from acts or omissions on the part of the CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the CITY under this AGREEMENT, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend and hold COUNTY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.
- l. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- m. Neither CITY nor any officer or employee of CITY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the COUNTY'S JURISDICTION or arising from acts or omissions on the part of the COUNTY under or in connection with any work, authority, or jurisdiction delegated to or

determined to be the responsibility of the COUNTY under this AGREEMENT, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend and hold CITY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.

- n. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- o. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32080 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF SANTA FE SPRINGS on MAY 11, 2011, and by the COUNTY OF LOS ANGELES on September 6, 2011.

COUNTY OF LOS ANGELES

By Mike Antonovich  
Mayor, County of Los Angeles

ATTEST:

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles



By Antal  
Deputy

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By Antal  
Deputy

By Carole Suzuki  
Deputy

**ADOPTED**  
BOARD OF SUPERVISORS

29 SEP 6 2011

Sachi A. Hamai  
SACHI A. HAMAI  
EXECUTIVE OFFICER

CITY OF SANTA FE SPRINGS

By Joseph J. Hanks  
Mayor

ATTEST:

By Arleta Jimenez  
City Clerk

APPROVED AS TO FORM:

By [Signature]  
City Attorney

77647



AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF LA MIRADA, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS, CITY and COUNTY propose to resurface the roadway pavement and construct median and landscape improvements, including reconstruction of damaged curb, gutter, sidewalk, driveway approaches, and curb ramps on Imperial Highway from Duffield Avenue to Wicker Drive, the south half of Imperial Highway from Wicker Drive to La Mirada Boulevard, and Imperial Highway from Breezewood Drive to the CITY'S easterly limit (which work is hereinafter referred to as PROJECT); and

WHEREAS, PROJECT is within the geographical boundaries of CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, COUNTY is willing to perform or cause to be performed the PRELIMINARY ENGINEERING, solicitation of bids and award of construction contract, and CONTRACT ADMINISTRATION for PROJECT; and

WHEREAS, COST OF PROJECT includes the costs of PRELIMINARY ENGINEERING, COST OF CONSTRUCTION CONTRACT, and costs of CONSTRUCTION ADMINISTRATION as more fully set forth herein; and

WHEREAS, COST OF PROJECT is currently estimated to be Four Million Five Hundred Seventy-seven Thousand and 00/100 Dollars (\$4,577,000.00) with CITY'S share estimated at Two Million One Hundred Ninety-five Thousand and 00/100 Dollars (\$2,195,000.00) and COUNTY'S share estimated at Two Million Three Hundred Eighty-two Thousand and 00/100 Dollars (\$2,382,000.00); and

WHEREAS, COUNTY is willing to provide aid to CITY to fund the CITY'S share of the cost of PRELIMINARY ENGINEERING and cost of construction engineering for the median and landscape improvements currently estimated to be One Hundred Fifty-nine Thousand Nine Hundred and 00/100 Dollars (\$159,900.00); and

WHEREAS, CITY has previously secured Federal Safe Accountable Flexible Efficient Transportation Equity Act: A Legacy for Users (hereinafter referred to as SAFETEA-LU) grant funds in the amount of One Million Three Hundred Sixty Thousand and 00/100 Dollars (\$1,360,000.00) to be used to finance a portion of CITY'S share of the COST OF PROJECT; and

WHEREAS, CITY proposes to finance its remaining share of COST OF PROJECT estimated to be Six Hundred Seventy-five Thousand One Hundred and 00/100 (\$675,100.00) from available CITY funds; and

WHEREAS, CITY is willing to provide MAINTENANCE OF LANDSCAPE of the shared medians located on Imperial Highway from Duffield Avenue to Wicker Drive and from Breezewood Drive to the CITY'S easterly limit (hereafter referred to as SHARED MEDIANS) at CITY'S expense, as set forth herein; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. JURISDICTION, as referred to in this AGREEMENT, shall be defined as the area within the geographical boundary of the CITY and the unincorporated areas of the COUNTY.
- b. PRELIMINARY ENGINEERING, as referred to in this AGREEMENT, shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.
- c. COST OF CONSTRUCTION CONTRACT, as referred to in this AGREEMENT, shall consist of all of the total payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT.
- d. CONSTRUCTION ADMINISTRATION, as referred to in this AGREEMENT, shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.
- e. COST OF PROJECT, as referred to in this AGREEMENT, shall consist of the COST OF CONSTRUCTION CONTRACT and costs of PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION,

right-of-way acquisition and clearances matters, and all other work necessary to construct PROJECT in accordance with the approved plans and specifications and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.

f. MAINTENANCE OF LANDSCAPE, as referred to in this AGREEMENT, shall consist of the following:

1. Maintain water and irrigation systems, including utility costs, for SHARED MEDIANS. Irrigation system will be maintained and operated to avoid slope damage, excessive water flooding, or spraying onto the pavement.
2. Replace damaged, unhealthy, or dead plantings as they are observed.
3. Keep SHARED MEDIANS free of litter, debris, and deleterious material as practical.
4. Control rodents and pests.
5. Control weed growth before weeds exceed 12 inches in length. Any weed control performed by chemical weed sprays (pesticides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture.
6. Maintain plantings in such condition that they do not interfere with the free flow of traffic, including maintenance of adequate sight distances and visibility of signs, signals, and pedestrians.
7. Prune plantings necessary to control extraneous growth. Plantings shall be pruned using the highest professionally accepted standards in a manner that will encourage good development while preserving their health, structure, and natural appearance.
8. Adequately water and fertilize all plantings to maintain a healthy growth.

(2) CITY AGREES:

- a. To finance CITY'S share of COST OF PROJECT currently estimated at Two Million One Hundred Ninety-five Thousand and 00/100 Dollars (\$2,195,000.00), the actual amount of which is to be determined by a final accounting of PROJECT costs pursuant to paragraph (4) a. below.



- b. To authorize COUNTY to use the CITY'S SAFETEA-LU grant funds in the amount of One Million Three Hundred Sixty Thousand and 00/100 Dollars (\$1,360,000.00) for PROJECT, and accept and utilize COUNTY'S aid in the amount of One Hundred Fifty-nine Thousand Nine Hundred and 00/100 Dollars (\$159,900.00) to finance the CITY'S estimated share of the PRELIMINARY ENGINEERING and construction engineering costs for median and landscape improvements within CITY'S JURISDICTION.
- c. To deposit with COUNTY upon invoice demand additional CITY funds in the amount of Six Hundred Seventy-five Thousand One Hundred and 00/100 Dollars (\$675,100.00) to finance the remaining portion of CITY'S share of COST OF PROJECT, described in paragraph (2) a., above.
- d. To grant to COUNTY, at no cost to COUNTY, any temporary or permanent right of way that CITY owns or has an easement for that is necessary for the construction of PROJECT.
- e. Upon request from COUNTY'S Board of Supervisors, to consent to COUNTY'S request for jurisdiction of Imperial Highway from Duffield Avenue to La Mirada Boulevard and from Santa Gertrudes Avenue to the CITY'S easterly limit as part of the County System of Highways to construct the project.
- f. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the solicitation of bids, award, and CONTRACT ADMINISTRATION and in all things necessary and proper to complete PROJECT.
- g. To cooperate with COUNTY in conducting negotiations with and, where appropriate, to issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT at no cost to COUNTY. Utility relocation costs for CITY owned utilities shall be borne by CITY. CITY will take all necessary steps to grant, transfer, or assign all of CITY'S prior rights over the utility companies and owners of substructure and overhead facilities to COUNTY when necessary to construct, complete, and maintain PROJECT, or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.

- h. To be financially responsible for disposal and/or mitigation measures if necessary should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within CITY'S JURISDICTION.
- i. To review any out of scope change orders for PROJECT within CITY'S JURISDICTION and provide written approval or other response within five (5) calendar days of presentation by COUNTY. CITY'S approval may only be withheld for good reason and in good faith. If CITY'S response is not received within said five (5) calendar days, COUNTY may proceed with change orders. CITY shall review and approve documents in an expeditious manner so as not to cause any impact on the progress and schedule of PROJECT.
- j. Upon completion of PROJECT, to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION.
- k. Upon completion of PROJECT, to perform MAINTENANCE OF LANDSCAPE for SHARED MEDIANS.

(3) COUNTY AGREES:

- a. To perform or cause to be performed the PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, right-of-way acquisition and clearance matters, and all other work necessary to complete PROJECT in compliance with Federal SAFETEA-LU criteria.
- b. To finance COUNTY'S share of COST OF PROJECT currently estimated at Two Million Three Hundred Eighty-two Thousand and 00/100 Dollars (\$2,382,000.00), the amount of which is to be determined by a final accounting of PROJECT costs pursuant to paragraph (4) a., below.
- c. To provide aid to CITY to pay its share of the cost of PRELIMINARY ENGINEERING and construction engineering for the landscape improvements in the amount of One Hundred Fifty-nine Thousand Nine Hundred and 00/100 Dollars (\$159,900.00).
- d. To utilize CITY'S SAFETEA-LU grant funds in the amount of One Million Three Hundred Sixty Thousand and 00/100 Dollars (\$1,360,000.00) toward the CITY'S share of COST OF PROJECT, described in paragraph (2) a., above.
- e. To obtain CITY'S approval of plans for PROJECT prior to solicitation for construction bids.

- f. To solicit bids, award and administer the construction contract, do all things necessary and proper to complete PROJECT, and to act on behalf of CITY in all negotiations pertaining thereto.
- g. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within COUNTY'S JURISDICTION.
- h. To furnish CITY within one hundred twenty (120) calendar days after final payment to contractor a final accounting of the actual COST OF PROJECT, including an itemization of actual unit costs and actual quantities for COST OF PROJECT.
- i. Upon completion of PROJECT to maintain in good condition and at COUNTY expense, all improvements constructed as part of PROJECT within COUNTY'S JURISDICTION with the exception of the MAINTENANCE OF LANDSCAPE for the SHARED MEDIANS as set forth in paragraph (2) k.
- j. To provide all out of scope change orders for PROJECT within CITY'S JURISDICTION to CITY in a timely manner. If CITY'S response is not received within five (5) calendar days, COUNTY may proceed with change orders.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the location of the improvements and/or work done. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work) located within CITY'S JURISDICTION shall be borne by CITY. Such costs constitute CITY'S share of COST OF PROJECT. The cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work) located within COUNTY'S JURISDICTION shall be borne by COUNTY. Such costs constitute COUNTY'S share of COST OF PROJECT.
- b. That if at final accounting, CITY'S share of COST OF PROJECT exceeds CITY'S deposit, as set forth in paragraph (2) b. and (2) c., above, CITY shall pay to COUNTY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the required CITY funds are less than said deposit, COUNTY shall refund difference to CITY without further action by CITY.

- c. That if CITY'S payment, as set forth in paragraph (4) b., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY and delivered to CITY, within sixty (60) calendar days after the date of delivery to CITY of said invoice, COUNTY is entitled to recover interest thereon beginning sixty (60) calendar days from the date of the invoice at the rate of interest specified in the General Services Agreement executed by the parties to this AGREEMENT currently in effect.
- d. That if CITY'S payment, as set forth in paragraph (4) b., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY and delivered to CITY, within sixty (60) calendar days after the date of delivery to CITY of said invoice, notwithstanding the provisions of Government Code Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY after giving notice to CITY of COUNTY'S intention to do so.
- e. CITY shall review the final accounting invoice for COST OF PROJECT prepared by COUNTY and delivered to CITY and report to COUNTY in writing any discrepancies within sixty (60) calendar days after the date of delivery to CITY of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.
- f. COUNTY at any time may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds if applicable. CITY shall be notified of such changes by invoice prepared by COUNTY and delivered to CITY.
- g. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- h. For the portion of PROJECT in CITY'S JURISDICTION, COUNTY hereby assigns all of its right, title, and interest to any unexpired portion of the one-year warranty granted to the COUNTY by the construction contractor

constructing the PROJECT. CITY agrees to accept said assignment as its sole remedy against COUNTY in connection with defects relating to said PROJECT.

- i. If for any reason MAINTENANCE OF LANDSCAPE for SHARED MEDIANS by CITY does not meet minimum standards specified herein, COUNTY shall provide CITY with a written notice of CITY'S failure to perform MAINTENANCE OF LANDSCAPE at a reasonable level. CITY shall respond within thirty (30) calendar days of receipt of said notice. Said response shall describe the action to be taken by CITY to bring the affected areas back into compliance. In the event CITY does not provide such response and take any action to bring the affected areas back into compliance within ninety (90) calendar days of the original notice, CITY will reimburse COUNTY for all costs incurred by COUNTY forces for all MAINTENANCE OF LANDSCAPE and/or removal of median plantings and paving over or otherwise restore the area to a condition satisfactory to COUNTY. Said demand will consist of a billing invoice prepared by COUNTY.
- j. Various future CITY projects may be implemented, which will require removal and/or modification to all or a portion of median plantings. The replacement of any median plantings, including irrigation facilities, required as a result of such CITY projects, will be CITY'S responsibility. CITY will obtain COUNTY approval of plans prior to removal and/or modification to median plantings within COUNTY'S jurisdiction.
- k. Various future COUNTY projects may be implemented, which will require removal and/or modification to all or a portion of median plantings. The replacement of any median plantings, including irrigation facilities, required as a result of such COUNTY projects, will be COUNTY'S responsibility. COUNTY will obtain CITY approval of plans prior to removal and/or modification to all or a portion of median plantings within CITY jurisdiction.
- l. CITY may contract with others for MAINTENANCE OF LANDSCAPE. CITY shall be solely responsible for all activities associated with MAINTENANCE OF LANDSCAPE, including third parties contracted by CITY. It is understood that the terms and conditions of this, or any interest herein, or any portion hereof, shall not be assigned or delegated to third parties.
- m. This AGREEMENT may be amended or modified only by mutual written consent of CITY and COUNTY. Amendments and modification of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.

- n. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Steve Forster  
Director of Public Works  
City of La Mirada  
15515 Phoebe Avenue  
La Mirada, CA 90638

COUNTY: Ms. Gail Farber  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- o. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- p. Neither COUNTY nor any officer or employee of COUNTY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the CITY'S JURISDICTION or arising from acts or omissions on the part of the CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the CITY under this AGREEMENT, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend and hold COUNTY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.

- q. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- r. Neither CITY nor any officer or employee of CITY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the COUNTY'S JURISDICTION or arising from acts or omissions on the part of the COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the COUNTY under this AGREEMENT, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend and hold CITY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.
- s. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

- [illegible]



IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF LA MIRADA on MAY 24, 2011, and by the COUNTY OF LOS ANGELES on September 6, 2011.

COUNTY OF LOS ANGELES

By Mike Antonovich  
Mayor, Los Angeles County

ATTEST:

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

By Antel  
Deputy



I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By Carole Suzuki  
Deputy

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By Antel  
Deputy

CITY OF LA MIRADA

By [Signature]  
Mayor

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

29 SEP 6 2011

Sachi A. Hamai  
SACHI A. HAMAI  
EXECUTIVE OFFICER

ATTEST:

By [Signature]  
City Clerk

APPROVED AS TO FORM:

By [Signature]  
City Attorney

**RESOLUTION DECLARING IMPERIAL HIGHWAY FROM 1,500 FEET WESTERLY  
OF SHOEMAKER AVENUE TO DUFFIELD AVENUE, WHICH IS WITHIN THE CITY  
OF SANTA FE SPRINGS, TO BE A PART OF THE COUNTY OF LOS ANGELES  
SYSTEM OF HIGHWAYS**

WHEREAS, by reason of its location and travel thereon, Imperial Highway from 1,500 feet westerly of Shoemaker Avenue to Duffield Avenue, which is within the City of Santa Fe Springs, in the County of Los Angeles, State of California, should be a part of the County System of Highways for the limited purpose of performing roadway resurfacing and other roadway improvements.

WHEREAS, it is the purpose of the Board of Supervisors of said County to cause construction of the above-stated improvements and perform appurtenant work thereon with the consent of the governing body of the City. The City Council of Santa Fe Springs, California, has adopted the attached resolution consenting to the establishment of Imperial Highway from 1,500 feet westerly of Shoemaker Avenue to Duffield Avenue, within said City, as part of the County System of Highways;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Los Angeles, State of California, that Imperial Highway from 1,500 feet westerly of Shoemaker Avenue to Duffield Avenue, which is within the City of Santa Fe Springs, is hereby declared to be a part of the System of Highways of said County as provided in Sections 1700 and 1702 inclusive of the Streets and Highways Code of the State of California for the purpose of authorizing construction of the aforementioned work.

BE IT FURTHER RESOLVED, by the Board of Supervisors of the County of Los Angeles, State of California, that the County agrees:

- a) That the County of Los Angeles shall not be responsible for any damage or liability occurring by reason of any roadway condition on the aforementioned street, within the City of Santa Fe Springs, existing prior to the start of roadway construction by the County of Los Angeles or following the completion and field acceptance of said construction.
- b) That the work to be performed by the County of Los Angeles shall not include roadway maintenance activities on Imperial Highway from 1,500 feet westerly of Shoemaker Avenue to Duffield Avenue, which is within the City of Santa Fe Springs, prior to the start of roadway construction by the County or following the completion and field acceptance of said construction.
- c) That the County of Los Angeles authorizes the Director of the County of Los Angeles Department of Public Works or her designee to assign to the

City of Santa Fe Springs all of its right, title, and interest in any unexpired portion of the one-year warranty granted to the County of Los Angeles by the construction contractor performing the Road Work. This assignment is effective following completion of construction of the Road Work and upon field acceptance of said construction by the County of Los Angeles.

The foregoing Resolution was adopted on the 6<sup>th</sup> day of September, 2011, by the Board of Supervisors of the County of Los Angeles and ex-officio of the governing body of all other special assessments and taxing districts, agencies, and authorities for which said Board so acts.



SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By   
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By   
Deputy

RESOLUTION NO. 9316

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF SANTA FE SPRINGS, CALIFORNIA  
CONSENTING TO THE ESTABLISHMENT OF IMPERIAL HIGHWAY FROM 1,500  
FEET WESTERLY OF SHOEMAKER AVENUE TO DUFFIELD AVENUE, WHICH IS  
WITHIN SAID CITY, AS A PART OF THE SYSTEM OF HIGHWAYS OF THE COUNTY  
OF LOS ANGELES

WHEREAS, adoption of this resolution declares Imperial Highway from 1,500 feet westerly of Shoemaker Avenue to Duffield Avenue, which is within the City of Santa Fe Springs, to be a part of the County System of Highways for the purpose of performing roadway resurfacing and other roadway improvements at the aforementioned location, as provided in Sections 1700 to 1702 inclusive of the Streets and Highways Code of the State of California; and

WHEREAS, the City Council of the City of Santa Fe Springs gives its consent to allow the County to perform roadway improvement work on Imperial Highway from Shoemaker Avenue to Duffield Avenue (Road Work), within the City of Santa Fe Springs; and

WHEREAS, it is the intent of the County of Los Angeles Board of Supervisors to perform the Road Work, provided the consent of the governing body of the City of Santa Fe Springs shall first be given under the terms herein.

NOW, THEREFORE, the City Council of the City of Santa Fe Springs does resolve as follows:

Section 1: Consent to Inclusion in County Highway System – This City Council does hereby consent to include Imperial Highway from 1,500 feet westerly of Shoemaker Avenue to Duffield Avenue as part of the System of Highways of the County of Los Angeles as provided in the Sections 1700 to 1704 inclusive of the Streets and Highways Code of the State of California, for the limited purpose of performing roadway resurfacing and other roadway improvements at this location.

Section 2: Indemnification – That the City of Santa Fe Springs shall fully indemnify, defend, and hold the County of Los Angeles harmless in connection with any and all claims, liability, injury (as defined by Government Code Section 810.8), or damage relating to Imperial Highway from 1,500 feet westerly of Shoemaker Avenue to Duffield Avenue that is not caused by the County of Los Angeles' Road Work.


Section 3: Roadway Maintenance – The City of Santa Fe Springs will remain the owner of Imperial Highway from 1,500 feet westerly of Shoemaker Avenue to Duffield Avenue and remain responsible for all roadway maintenance activities on Imperial Highway from 1,500 feet westerly of Shoemaker Avenue to Duffield Avenue prior to the start of construction by the County of Los Angeles or following the completion and field acceptance of said construction. Following completion of construction and County of

Los Angeles' field acceptance of the Road Work, the City of Santa Fe Springs accepts ownership and full responsibility for all roadway maintenance including that relating to the Road work.

Section 4: Environmental Documentation - The City of Santa Fe Springs does hereby consent to adopt and concurs with the environmental findings pursuant to the California Environmental Quality Act that has been adopted by the County of Los Angeles in connection with the Road Work.

Section 5: Warranty for Road Work – The County of Los Angeles will assign to the City of Santa Fe Springs all of its right, title, and interest to any unexpired portion of a one-year warranty granted to the County of Los Angeles by the construction contractor performing the Road Work following completion of construction of the Road Work and field acceptance of said construction by the County of Los Angeles. The City of Santa Fe Springs agrees to accept said assignment as its sole remedy against the County of Los Angeles in connection with defects relating to said Road Work.

APPROVED and ADOPTED this 11<sup>th</sup> day of May 2011.

  
MAYOR

ATTEST:

  
CITY CLERK

**RESOLUTION DECLARING IMPERIAL HIGHWAY FROM DUFFIELD AVENUE TO  
LA MIRADA BOULEVARD AND SANTA GERTRUDES AVENUE TO THE  
EASTERLY CITY LIMIT, WITHIN THE CITY OF LA MIRADA,  
TO BE A PART OF THE COUNTY SYSTEM OF HIGHWAYS**

WHEREAS, by reason of its location and travel thereon, Imperial Highway from Duffield Avenue to La Mirada Boulevard and from Santa Gertrudes Avenue to the easterly City limit, within the City of La Mirada, in the County of Los Angeles, State of California, should be a part of the County System of Highways for the limited purpose of performing roadway resurfacing and other improvements.

WHEREAS, it is the purpose of the Board of Supervisors of said County to cause construction of the above-stated improvements and perform appurtenant work thereon provided the consent of the governing body of the City shall first be given by means of adopting the attached sample resolution by the City Council of the City of La Mirada, California, consenting to the establishment of Imperial Highway from Duffield Avenue to La Mirada Boulevard and from Santa Gertrudes Avenue to the easterly City limit, within said City, as part of the County System of Highways;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Los Angeles, State of California, that Imperial Highway from Duffield Avenue to La Mirada Boulevard and from Santa Gertrudes Avenue to the easterly City limit, within the City of La Mirada, is hereby declared to be a part of the System of Highways of said County as provided in Sections 1700 and 1702 inclusive of the Streets and Highways Code of the State of California for the purpose of authorizing construction of the aforementioned work.

BE IT FURTHER RESOLVED, by the Board of Supervisors of the County of Los Angeles, State of California that the County agrees:

- (a) That the County of Los Angeles shall not be responsible for any damage or liability occurring by reason of any roadway condition on the aforementioned street, within the City of La Mirada, existing prior to the start of road construction by the County of Los Angeles or following the completion and field acceptance of said construction.
- (b) That the work to be performed by the County of Los Angeles shall not include roadway maintenance activities on Imperial Highway from Duffield Avenue to La Mirada Boulevard and from Santa Gertrudes Avenue to the easterly City limit, within the City of La Mirada, prior to the start of road construction by the County or following the completion and field acceptance of said construction.
- (c) That the County of Los Angeles authorizes the Director of the County of Los Angeles Department of Public Works to assign to the City of



La Mirada all of its right, title, and interest in any unexpired portion of the one-year warranty granted to the County of Los Angeles by the construction contractor performing the Road Work. This assignment is effective following completion of construction of the Road Work and upon field acceptance of said construction by the County of Los Angeles.

The foregoing Resolution was adopted on the 6<sup>th</sup> day of September, 2011, by the Board of Supervisors of the County of Los Angeles and ex-officio of the governing body of all other special assessments and taxing districts, agencies, and authorities for which said Board so acts.



SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By   
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By   
Deputy

P:\pdpub\City\Cities-Uninc Areas\Gateway Cities\Lam\Imperial Hwy - La Mirada - County Res.doc

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF LA MIRADA, CALIFORNIA, CONSENTING TO THE ESTABLISHMENT OF  
IMPERIAL HIGHWAY FROM DUFFIELD AVENUE TO LA MIRADA BOULEVARD  
AND SANTA GERTRUDES AVENUE TO THE EASTERLY CITY LIMIT, WITHIN SAID  
CITY, AS PART OF THE SYSTEM OF HIGHWAYS  
OF THE COUNTY OF LOS ANGELES**

WHEREAS, the County of Los Angeles Board of Supervisors on \_\_\_\_\_, 2011, duly adopted a resolution declaring Imperial Highway from Duffield Avenue to La Mirada Boulevard and from Santa Gertrudes Avenue to the easterly City limit, within the City of La Mirada, to be a part of the County System of Highways for the purpose of performing road resurfacing of the deteriorated pavement at the aforementioned location, as provided in Sections 1700 to 1702 inclusive of the Streets and Highways Code of the State of California; and

WHEREAS, said Board of Supervisors by said resolution requested this Council to give its consent to allow the County to perform road improvement work at Imperial Highway from Duffield Avenue to La Mirada Boulevard and from Santa Gertrudes Avenue to the easterly City limit (Road Work), within the City of La Mirada; and

WHEREAS, it is the intent of the County of Los Angeles Board of Supervisors to perform the Road Work, provided the consent of the governing body of the City of La Mirada shall first be given under the terms herein.

NOW, THEREFORE, the City Council of the City of La Mirada does resolve as follows:

SECTION 1. Consent to Inclusion in County Highway System – This City Council does hereby consent to include Imperial Highway from Duffield Avenue to La Mirada Boulevard and from Santa Gertrudes Avenue to the easterly City limit as part of the System of Highways of the County of Los Angeles as provided in the Sections 1700 to 1704 inclusive of the Streets and Highways Code of the State of California, for the limited purpose of performing road resurfacing of the deteriorated pavement and other improvements at this location.

SECTION 2. Indemnification – That the City of La Mirada shall fully indemnify, defend, and hold the County of Los Angeles harmless in connection with any and all claims, liability, injury (as defined by Government Code Section 810.8), or damage relating to Imperial Highway from Duffield Avenue to La Mirada Boulevard and from Santa Gertrudes Avenue to the easterly City limit that is not caused by the County of Los Angeles' Road Work.

SECTION 3. Roadway Maintenance – The City of La Mirada will remain the owner of Imperial Highway from Duffield Avenue to La Mirada Boulevard and from Santa Gertrudes Avenue to the City limit, within said City, and remain responsible for all



roadway maintenance activities on Imperial Highway from Duffield Avenue to La Mirada Boulevard and from Santa Gertrudes Avenue to the easterly City limit, within said City, prior to the start of construction by the County of Los Angeles or following the completion and field acceptance of said construction. Following completion of construction and County of Los Angeles' field acceptance of the Road Work, the City of La Mirada accepts ownership and full responsibility for all roadway maintenance, including relating to the Road Work.

SECTION 4. Environmental Documentation – The City of La Mirada does hereby consent to adopt and concurs with the environmental findings pursuant to the California Environmental Quality Act that has been adopted by the County of Los Angeles in connection with the Road Work.

SECTION 5. Warranty for Road Work – The County of Los Angeles will assign to the City of La Mirada all of its right, title, and interest to any unexpired portion of a one-year warranty granted to the County of Los Angeles by the construction contractor performing the Road Work following completion of construction of the Road Work and field acceptance of said construction by County of Los Angeles. The City of La Mirada agrees to accept said assignment as its sole remedy against the County of Los Angeles in connection with defects relating to said Road Work.

RESOLUTION NO. 3912

**RESOLUTION FOR COUNTY OF LOS ANGELES TO CONTRIBUTE  
HIGHWAYS-THROUGH-CITIES FUNDING TO THE CITY OF LA MIRADA**

IT IS RESOLVED that the proposed roadway resurfacing and improvements of Imperial Highway from Duffield Avenue to La Mirada Boulevard and Breezewood Drive to the easterly City limit, within the City of La Mirada, is of general County interest and that County aid in the amount of \$159,900 from the Road Fund shall be provided for this purpose, to be expended in accordance with all applicable provisions of law relating to funds derived from the Highway Users Tax.

The foregoing Resolution was adopted on the 6th day of September, 2011, by the Board of Supervisors of the County of Los Angeles and ex-officio of the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts.




SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By   
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By   
Deputy